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CURRENT DECISIONS

ACCRETION—RESTORATION BY RIVER OF LAND PREVIOUSLY WASHED AWAY.—The plaintiff owned land in section 31, adjoining land in section 30 owned by the defendant. The Missouri river, which bounded the plaintiff's land on the other side, gradually washed it away until it became totally submerged, so that the defendant became the riparian owner. Thereupon the land submerged was restored by gradual deposit. *Held*, that the land in question was the property of the plaintiff. *Allard v. Curran* (1918, So. Dak.) 168 N. W. 761.

The result seems sound. However, the point decided is one upon which there is a conflict of authority. In accord with the principal case are: *Gilbert v. Eldridge* (1891) 47 Minn. 210; *Ocean City Association v. Shriver* (1900, Ct. Er.) 64 N. J. L. 550, 46 Atl. 690. In Kansas and Missouri the contrary result was reached in cases which also involved the Missouri river. *Peuker v. Canter* (1901) 62 Kan. 363, 63 Pac. 617; *Widdecombe v. Chiles* (1902) 173 Mo. 195, 73 S. W. 444. The Kansas and Missouri courts followed an earlier Connecticut case. *Welles v. Bailey* (1887) 55 Conn. 292, 10 Atl. 565. There the court seemed to reach its result partly because of the difficulty of determining the boundary—a difficulty not present where, as in the principal case, the section line is the boundary.

BILLS AND NOTES—RAISING OF CHECK FACILITATED BY SPACES LEFT IN DRAWING—LIABILITY OF BANK TO DRAWER.—The plaintiff signed a check handed to him by his clerk, who kept the petty cash, and who stated that two pounds were wanted for petty cash. The body of the check was in the handwriting of the clerk. The line intended for inserting words was blank; on the line intended for figures were the figures "2 .0.0.," but with spaces before and after the "2" large enough for the insertion of additional figures. After obtaining the plaintiff's signature, the clerk wrote into the blank line the words "one hundred and twenty pounds" and added the figures "1" and "0" on either side of the "2." He then cashed the check and absconded. *Held*, that the drawer could not recover from the bank the amount paid less the original amount of the check. *London Joint Stock Bank, Limited v. Macmillan* (1918, H. L.) 119 L. T. Rep. 387.

The Lords base their decision on the special relation between banker and depositor, which requires immediate honor by the bank of every genuine check regular on its face and covered by funds on deposit. The Lords find a corresponding duty of the depositor—though one limited to the actual transaction of drawing—to draw his checks with sufficient care not to invite fraudulent alteration. Such fraudulent alteration is regarded as a direct consequence of breach of that duty; and the banker who is thereby misled into paying over money has his remedy against the negligent depositor—though circumstances in which such remedy would be availed of are difficult to imagine—and if his remedy, then his defence by way of setoff in a suit like the present. This is the doctrine of *Young v. Grote* (1827, Eng. C. P.) 4 Bing. 253. A subsidiary ground of the decision was an estoppel of the drawer, in view of his duty toward the bank, to deny that the clerk to whom the check was delivered in its incomplete form had authority to fill it out in the way he did. This is the explanation of *Young v. Grote* given in one important line of subsequent *dicta*, reviewed by the Lord Chancellor. The opinions of the Lords are gratifying in the openness with which they face and satisfy actual business conditions.